

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**
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SANJAY LULLA,

07 CV 10280 (RMB)(MHD)

Plaintiff,

v.

**EFFECTIVE MINDS, LLC, and
MANIKA GULATI,**

Jury Trial Demanded

Defendants.

X-----X

**VOLUNTARY STIPULATION OF SETTLEMENT AND
DISMISSAL, WITH PREJUDICE**

WHEREAS, on May 19, 2008, the parties to the above-captioned action personally appeared before the Honorable Richard M. Berman, United States District Judge, with their respective counsel present and advising them accordingly; and,

WHEREAS, at that time and in the presence of the Court, the parties agreed to settle their differences and concluded the instant litigation upon the terms and conditions memorialized below:

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS
FOLLOWS:**

1. On or before September 19, 2008, Defendants shall remit to Plaintiff, by means of full or partial payments, the aggregate sum of Ten Thousand Dollars and No Cents (\$10,000.00). Any checks issued in respect of such payments shall be made payable to the order of the Plaintiff Sanjay Lulla and delivered to his counsel of record. There shall

be no requirement that any checks so delivered be held in escrow by the Plaintiff or his counsel.

2. The instant action is voluntarily dismissed, with prejudice.
3. On or before June 19, 2008, the parties shall exchange full and mutual releases, and, among other things, the terms of said mutual releases shall provide that the parties release each other from any and all claims of any kind from the beginning of time to the date said releases are executed. Said releases shall not in any way affect the obligation to pay the settlement amount as agreed to, nor the enforcement of the terms of this stipulation and settlement. Said releases shall contain the language customary to releases of this type, including, but not limited to, the common “Blumberg” form of release.
4. The instant stipulation may be executed in counterpart, and when counterparts are taken together, shall constitute the entire document.
5. The parties shall cooperate in exchanging copies of this stipulation as fully executed by hand, and in a form compatible for filing via the Court’s ECF system, including the instant stipulation when “so ordered” by the Court.

Dated: May 19, 2008
Mineola, New York

SABINO & SABINO, P.C.

/s/ Anthony Michael Sabino

By: _____
Anthony Michael Sabino (AMS-0578)

Attorneys for the Defendants
Effective Minds LLC and Manika Gulati

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LAW OFFICES OF STUART L. MELNICK, LLC

/s/ Stuart L. Melnick

By: _____
Stuart L. Melnick (SM-2613)

Attorneys for the Plaintiff Sanjay Lulla

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O ORDERED
THIS ____ DAY OF _____, 2008

U.S.D.J.

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